IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter 7

THE UNIVERSITY OF THE ARTS, et al., 1 Case No. 24-12140 (BLS)

Debtors. (Jointly Administered)

NOTICE OF PROPOSED SALE OF DE MINIMIS ASSETS PURSUANT TO DE MINIMIS SALE PROCEDURES

PLEASE TAKE NOTICE OF THE FOLLOWING:

Alfred T. Giuliano, the duly appointed chapter 7 trustee (the "Trustee") of the estates of the above-captioned debtors (the "Debtors"), pursuant to the *Order Establishing Certain Procedures for the Sale of De Minimis Assets Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004* [Docket No. 84] (the "Sale Procedures Order"), proposes to sell certain *de minimis* assets (the "Assets") to Rebuild Foundation NFP (the "Purchaser"). This Notice is being provided in accordance with and sets forth the information required under the Sale Procedures Order.²

<u>Description of the Assets</u>. The Assets consist of shop equipment and kitchen equipment set forth on **Exhibit A** attached hereto.

<u>Relationship of Purchaser to the Debtors</u>. The Purchaser's relationship, if any, with the Debtors is as follows: <u>None.</u>

<u>Relationship of Purchaser to the Trustee</u>. The Purchaser's relationship, if any, with the Trustee is as follows: <u>None.</u>

<u>Liens and Encumbrances on the Assets</u>. Other than possibly the Pre-Petition Secured Lenders, the Debtors are aware of the following liens and/or encumbrances on the Assets: <u>None</u>. All such liens, claims and encumbrances shall attach to the proceeds of the sale with the same validity, extent and priority such lien had immediately prior to the sale of the Assets, subject to any rights and defenses of the Trustee and/or the estates with respect thereto.

Material Economic Terms and Conditions of the Proposed De Minimis Sale. The Trustee proposes to sell the Assets to Purchaser on an "as is" and "where is" basis, free and clear of all liens, claims or encumbrances therein, pursuant to section 363(f) of the Bankruptcy Code, on the

The debtors in these cases, along with the last four digits of the federal tax identification number for each of the debtors, where applicable, are: The University of the Arts (9911); and U of Arts Finance, LLC (9911).

² Any capitalized term not defined herein has the meaning assigned to it in the Sale Procedures Order.

terms more fully set forth in Purchase Agreement (the "**De Minimis Sale**"). The Purchaser has agreed to pay a purchase price of \$80,000.00 for the Assets.

Procedures to Object to the Proposed De Minimis Sale. Any objection to the proposed De Minimis Sale (an "Objection") must: (a) be in writing; (b) set forth the name of the objecting party; (c) provide the basis for the objection and the specific grounds therefor; (d) be filed with the Bankruptcy Court; and (e) be served on: (i) counsel to the Trustee, Chipman Brown Cicero & Cole, LLP, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn: David W. Carickhoff (carickhoff@chipmanbrown.com); (ii) counsel to the Bridge Noteholder Representative, Bridge Notes Collateral Agent, Bond Trustee, Bonds/TD Collateral Agent, (a) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York Caton (ACaton@kramerlevin.com) and Douglas (DBuckley@kramerlevin.com) and (b) Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and 1835 Market Street, Suite 1400, Philadelphia Pennsylvania 19103, Attn: Morton R. Branzburg (mbranzburg@klehr.com); (iii) counsel to TD Bank, Ballard Spahr, LLP, 919 North Market Street, 11^{th} Wilmington, 19801-3034, Attn: Floor. Delaware Nicholas (brannickn@ballardspahr.com) and 1735 Market Street, 51st Floor, Philadelphia, Pennsylvania 19103 Attn: Diane E. Vuocolo (vuocolod@ballardspahr.com); and (iv) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov) (collectively, the "Objection Parties"). Any such Objection must be served on the Objection Parties on or before March 3, 2025, at 4:00 p.m. (Eastern Time) (the "Objection Deadline"). Service of any Objection by e-mail is acceptable.

If no written Objection is received by the Trustee by the Objection Deadline, then the Trustee is authorized to immediately consummate such De Minimis Sale in accordance with the Sale Procedures Order.

If an Objection to a De Minimis Sale is properly filed and served, then the Asset(s) subject to the Objection shall only be sold upon either the consensual resolution of the objection by the parties in question or further order of the Court. If no resolution to the objection is reached, the Trustee will then schedule a hearing to consider the proposed sale of any De Minimis Assets subject to the Objection.

Dated: February 26, 2025 Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

Is David W. Carickhoff

David W. Carickhoff (No. 3715) Alan M. Root (No. 5427) Hercules Plaza 1313 North Market Street, Suite 5400 Wilmington, Delaware 19801 Telephone: (302) 295-0192

Email: carickhoff@chipmanbrown.com

root@chipmanbrown.com

Counsel for the Chapter 7 Trustee

EXHIBIT A

Assets to Be Sold



Trustee for University of the Arts 2301 E. Evesham Road

Pavilion 800, Suite 210 Voorhees, NJ 08043

BUYER ADDRESS Rebuild Foundation NFP 6760 S. Stony Island Avenue

Chicago, IL 60637

	Account Code	Pages	
	RBFD		1 of 5
Account #		Date	
	80000456931		2/25/2025

Invoice #	Total	
	12571372	80,000.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
3	SA4-099	DRILL PRESS	SHOP EQUIP	ANDERSON 4	510.00	1,530.00
3	SH1-777	SMITHING ANVIL	SHOP EQUIP	HAMILTON 1	425.00	1,275.00
1	SH1-778	BRIDGEWOOD BW16J JOINTER	SHOP EQUIP	HAMILTON 1	2,210.00	2,210.00
1	SA4-100	OLIVER 166-CD JOINTER	SHOP EQUIP	ANDERSON 4	8,100.00	8,100.00
1	SH1-779	DUST COLLECTION SYSTEMS	SHOP EQUIP	HAMILTON 1	12,282.66	12,282.66
1	SA8-345	FLAMMABLES CABINET LOT	SHOP EQUIP	ANDERSON 8	2,550.00	2,550.00
1	SHB-012	ELECTRIC KILN LOT	SHOP EQUIP	HAMILTON B	3,400.00	3,400.00
1	SHB-013	CERAMIC MOLD LOT	SHOP EQUIP	HAMILTON B	65.00	65.00
1	SH1-780	HANDBUILDING TRIPODS LOT	SHOP EQUIP	HAMILTON 1	212.50	212.50
1	SA4-101	INDUSTRIAL BANDSAW LOT	SHOP EQUIP	ANDERSON 4	6,121.00	6,121.00
1	SAB-345	CHEMICAL SHOWER	SHOP EQUIP	ANDERSON B	153.00	153.00
1	SH1-781	MBI MOBILE TOOL CHEST	SHOP EQUIP	HAMILTON 1	89.25	89.25
1	SH1-782	WASH SINK LOT	SHOP EQUIP	HAMILTON 1	100.00	100.00
1	SAB-346	RADIAL ARM SAW	SHOP EQUIP	ANDERSON B	297.50	297.50
2	SH1-783	SCROLL SAW	SHOP EQUIP	HAMILTON 1	177.23	354.45
2	SAB-347	PANEL SAW	SHOP EQUIP	ANDERSON B	1,190.00	2,380.00

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	Unique Items/Page	Total Items/Page	Page Total
	16	22	41,120.36
Document #			Reference #
IN_RBFD_2025.02.25_1	2571372_\$80000.00_	80000456931	4571316

*** FOR INTERNAL USE ONLY ***						
WHAT IS THE BUYER'S FORMER/CURRENT RELATIONSHIP TO THE UNIVERSITY?						
NONE	☐ EMPLOYEE	ADMIN/OFFICER	☐ ALUM/STUDENT			
CONTRACTOR	☐ VENDOR	ACADEMIC PTNR.	OTHER (AS NOTED)			
HAVE ALL OF THE ITEMS LISTED ABOVE RECEIVED AT LEAST THREE (3) OFFERS?						
✓ YES	□ NO	☐ NO WITH EXCEPTION NOTED				



Trustee for University of the Arts

2301 E. Evesham Road Pavilion 800, Suite 210 Voorhees, NJ 08043

BUYER ADDRESS Rebuild Foundation NFP 6760 S. Stony Island Avenue

Chicago, IL 60637

	Account Code	Pages	
	RBFD		2 of 5
Account #		Date	
	80000456931		2/25/2025

Invoice #	Total	
	12571372	80,000.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
1	SH1-784	MITER SAW	SHOP EQUIP	HAMILTON 1	181.05	181.05
1	SA4-102	SANDER LOT [DISC, BELT & SPINDLE]	SHOP EQUIP	ANDERSON 4	2,125.00	2,125.00
1	SA4-103	MORTISE	SHOP EQUIP	ANDERSON 4	212.50	212.50
1	PA6-989	LETTERPRESS & TYPE SET W/CABINETS LOT	PRINT EQUIP	ANDERSON 6	8,610.00	8,610.00
1	PA9-001	HEIDELBERG KORS ONE-COLOR OFFSET PRESS	PRINT EQUIP	ANDERSON 9	12,750.00	12,750.00
1	SH1-785	KNEE MILL	SHOP EQUIP	HAMILTON 1	4,042.60	4,042.60
1	SH1-786	METALSHOP MATERIALS LOT	SHOP EQUIP	HAMILTON 1	170.00	170.00
1	KF1_001	COMMERCIAL WALK-IN LOT (EXTERIOR)	KITCHEN EQUIP	HAMILTON 1	1,261.85	1,261.85
1	KH1_001	ASST. KNIFE LOT W/ALUMINUM BIN	KITCHEN EQUIP	HAMILTON 1	12.32	12.32
1	KH1_002	UTILITY CART	KITCHEN EQUIP	HAMILTON 1	14.79	14.79
1	KH1_003	COMMERCIAL 2-DOOR LOW BOY	KITCHEN EQUIP	HAMILTON 1	160.20	160.20
1	KH1_004	COMMERCIAL LOW-BOY PIZZA PREP STATION	KITCHEN EQUIP	HAMILTON 1	369.68	369.68
1	KH1_005	COMMERCIAL PIZZA CONVEYOR OVEN	KITCHEN EQUIP	HAMILTON 1	1,848.42	1,848.42
1	KH1-009	UTILITY CART	KITCHEN EQUIP	HAMILTON 1	24.65	24.65
1	KH1_007	COMMERCIAL 2-DOOR LOW-BOY	KITCHEN EQUIP	HAMILTON 1	1,848.42	1,848.42
1	KH1_008	COMMERCIAL HEATING LAMP AND BATH	KITCHEN EQUIP	HAMILTON 1	160.20	160.20

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	RBFD		3 of 5
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	80000456931		2/25/2025

Invoice #		Total	
	12571372		80,000.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
1	KH1-010	COMMERCIAL FRIDGE	KITCHEN EQUIP	HAMILTON 1	418.98	418.98
1	KH1-011	COMMERCIAL PREP TABLE W/LOW SHELF	KITCHEN EQUIP	HAMILTON 1	16.02	16.02
1	KH1-012	COMMERCIAL FOOD PREP 2-DOOR LOW-BOY STATION W/CUTTING BOARD	KITCHEN EQUIP	HAMILTON 1	199.63	199.63
1	KH1-014	LOT COMMERCIAL FLAT-TOP GRILL & TABLE	KITCHEN EQUIP	HAMILTON 1	49.29	49.29
1	KH1-015	COMMERCIAL FRYER & PREP TABLE LOT	KITCHEN EQUIP	HAMILTON 1	160.20	160.20
1	KH1-016	COMMERCIAL DOUBLE FULL CONVECTION OVEN	KITCHEN EQUIP	HAMILTON 1	443.62	443.62
1	KH1-017	LOT COMMERCIAL FRIDGE & SINK, TOWL DISPENSER & SOAP DISPENSER	KITCHEN EQUIP	HAMILTON 1	468.27	468.27
1	KH1-018	LOT OF PANS, TRAYS, LIDS, POTS, COLLANDERS W/SHELVING UNIT	KITCHEN EQUIP	HAMILTON 1	369.68	369.68
1	KH1-019	LOT BAKING TRAY CART, PREP CONTAINERS, LIDS W/SHELVING UNIT	KITCHEN EQUIP	HAMILTON 1	147.87	147.87
1	KH1-020	COMMERCIAL CONVECTION OVEN WITH HEATING DRAWER AND UNDERSTORAGE	KITCHEN EQUIP	HAMILTON 1	230.93	230.93
1	KH1-021	COMMERCIAL PREP TABLE W/SINK INSET AND CAN OPENER	KITCHEN EQUIP	HAMILTON 1	73.94	73.94
1	KH1-022	LOT WIRE SHELVING W/CASTERS	KITCHEN EQUIP	HAMILTON 1	73.94	73.94
1	KH1-027	LOT COMMERCIAL COUNTER BEVERAGE FRIDGES	KITCHEN EQUIP	HAMILTON 1	123.23	123.23
1	KH1-023	COMMERCIAL CAN SELVING	KITCHEN EQUIP	HAMILTON 1	29.57	29.57
1	KH1-024	LOT WIRE SHELVING W/CASTERS AND BEVERAGE ORGANIZERS	KITCHEN EQUIP	HAMILTON 1	36.97	36.97
2	KH1-025	COMMERCIAL FRIDGE	KITCHEN EQUIP	HAMILTON 1	418.98	837.96

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	16	17	3,680.10
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	RBFD		4 of 5
Account #		Date	
	80000456931		2/25/2025

Invoice #		Total	
	12571372	80,	00.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
1	KH1-028	LOT COMMERCIAL COFFEE MACHINE W/HOT BEVERAGE DISPENSERS & BLENDERS	KITCHEN EQUIP	HAMILTON 1	184.84	184.84
1	KH1-029	COMMERCIAL COUNTERTOP BEVERAGE FRIDGE	KITCHEN EQUIP	HAMILTON 1	30.81	30.81
1	KH1-030	STAGING/STORAGE TABLE W/ITEMS	KITCHEN EQUIP	HAMILTON 1	4.31	4.31
1	KH1-031	STAGING/STORAGE TABLE W/ITEMS	KITCHEN EQUIP	HAMILTON 1	4.31	4.31
1	KH1-032	UTILITY CART	KITCHEN EQUIP	HAMILTON 1	7.39	7.39
1	KH1-033	LOT WIRE BASKET FLOOR DISPLAY LADDER	KITCHEN EQUIP	HAMILTON 1	3.08	3.08
1	KH1-034	WIRE BASKET COUNTER DISPLAY	KITCHEN EQUIP	HAMILTON 1	1.23	1.23
1	KH1-035	LOT WIRE SHELVING & WIRE BASKET COUNTER DISPLAYS	KITCHEN EQUIP	HAMILTON 1	9.86	9.86
1	KH1-036	LOT CAGED WIRE CART W/CASTERS CONTAINING PRODUCTS AND DISPLAYS	KITCHEN EQUIP	HAMILTON 1	64.08	64.08
1	KH1-037	LOCKERS	KITCHEN EQUIP	HAMILTON 1	49.29	49.29
1	KH1-038	LOT TRASH BIN, SHELVING W/CASTERS PLASTIC BINS & STORAGE CONTAINER	KITCHEN EQUIP	HAMILTON 1	43.13	43.13
1	KH1-047	SHELVING W/CASTERS AND ASSORTED SUPPLIES, MOP BUCKET, AND PPE	KITCHEN EQUIP	HAMILTON 1	18.48	18.48
1	KH1-039	LOT PLASTIC TABLES, SHELVING W/CASTERS, BINS, DISPLAYS, CONTAINERS	KITCHEN EQUIP	HAMILTON 1	178.68	178.68
1	KH1-040	BREWER COFFEE URN W/ MEASURING CUPS & COMMERCIAL PREP TABLE	KITCHEN EQUIP	HAMILTON 1	46.21	46.21
1	KH1-041	LOT WIRE SHELVING, PAPER PRODUCT CONTENTS, BEVERAGE DISPENSERS	KITCHEN EQUIP	HAMILTON 1	135.55	135.55
1	KH1-042	COMMERCIAL ICE MACHINE W/3 ICE BINS AND ICE HANDTRUCK	KITCHEN EQUIP	HAMILTON 1	14.79	14.79

Terms and Conditions for the Sale of University Assets

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	Unique Items/Page	Total Items/Page	Page Total
	16	16	796.04
Document #			Reference #
IN_RBFD_2025.02.25_1	2571372_\$80000.00_	80000456931	4571316

*** FOR INTERNAL USE ONLY ***						
WHAT IS THE BUYER'S FORMER/CURRENT RELATIONSHIP TO THE UNIVERSITY?						
✓ NONE	☐ EMPLOYEE	ADMIN/OFFICER	ALUM/STUDENT			
CONTRACTOR	☐ VENDOR	ACADEMIC PTNR.	OTHER (AS NOTED)			
HAVE ALL OF THE ITEMS LISTED ABOVE RECEIVED AT LEAST THREE (3) OFFERS?						
✓ YES	□ NO	☐ NO WITH EXCEPTION NOTED				



Trustee for University of the Arts 2301 E. Evesham Road

Pavilion 800, Suite 210 Voorhees, NJ 08043

BUYER ADDRESS Rebuild Foundation NFP 6760 S. Stony Island Avenue

Chicago, IL 60637

	Account Code	Pages	
	RBFD		5 of 5
Account #		Date	
	80000456931		2/25/2025

Invoice #	Total	
	12571372	80,000.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
1	KH1-048	UNUSED COMMERCIAL IMMERSION BLENDER	KITCHEN EQUIP	HAMILTON 1	49.29	49.29
1	KH1-049	PLASTIC UTENSIL DISPENSER	KITCHEN EQUIP	HAMILTON 1	7.39	7.39
1	KH1-050	NAPKIN DISPENSER	KITCHEN EQUIP	HAMILTON 1	0.62	0.62
1	KH1-051	DISH SINK	KITCHEN EQUIP	HAMILTON 1	73.94	73.94
1	KH1-052	LOT TRAVEL READY BEVERAGE CATERING DISPENSERS	KITCHEN EQUIP	HAMILTON 1	203.33	203.33
1	KH1-053	LOT SHELVING W/CASTERS, DISPENSERS, STAGING, CONTAINERS, ICE BUCKET	KITCHEN EQUIP	HAMILTON 1	49.29	49.29
1	KH1-054	LOT SHELVING W/CASTERS, CHINA & GLASSWARE CATERING STANDS, STERNO	KITCHEN EQUIP	HAMILTON 1	30.81	30.81
1	KH1-055	LOT WIRE SHELVING W/STAGING/DISPLAY CRATES, PAPER PRODUCTS	KITCHEN EQUIP	HAMILTON 1	24.65	24.65
1	KH1-056	LOT SHELVING W/STAGING/CRATES, FOOD CONTAINERS, NAPKIN DISPENSERS	KITCHEN EQUIP	HAMILTON 1	61.61	61.61
1	KH1-057	LOT COOLERS & ICE SCOOPS	KITCHEN EQUIP	HAMILTON 1	8.01	8.01
1	KH1-058	LOT STAGING/DISPLAY PALLETTES, PLASTIC BIN, WOODEN STAGING BLOCKS	KITCHEN EQUIP	HAMILTON 1	4.31	4.31
1	KH1-059	LOT GLASS PITCHERS & STERNO HOLSTERS	KITCHEN EQUIP	HAMILTON 1	3.08	3.08
1	KH1-060	LOT HEATING LAMPS	KITCHEN EQUIP	HAMILTON 1	15.40	15.40
1	KH1-061	LOT SERVING TRAYS, PITCHERS, CONTAINERS, CUTTING BOARDS, WIRE DISPLAYS	KITCHEN EQUIP	HAMILTON 1	61.61	61.61
1	KH1-062	LOT SHELF WITH PLASTIC CRATE & BUTCHERBLOCK WORKBENCH/PREP TABLE	KITCHEN EQUIP	HAMILTON 1	18.48	18.48

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	Unique Items/Page	Total Items/Page	Page Total
	15	15	611.82
Document#			Reference #
IN_RBFD_2025.02.25_1	2571372_\$80000.00_	80000456931	4571316

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